

DRAFT
[7 August 1969]

TRUST AGREEMENT FOR ESTABLISHMENT OF A GOVERNMENT
EMPLOYEES VOLUNTARY INVESTMENT PLAN

THIS AGREEMENT AND DECLARATION OF TRUST, made
this _____ day of _____ 1969 by and between the Central Intelligence
Agency, hereinafter referred to as "CIA", and the Board of Trustees
of the Voluntary Investment Plan, hereinafter referred to as the
"Board".

WITNESSETH:

1. The CIA hereby establishes, effective _____, a plan
for savings and investment by certain of its employees in order to
provide additional and more flexible retirement and related benefits
for those employees who desire to participate in the plan. This plan
shall be known as the "Voluntary Investment Plan", hereinafter
referred to as the "Plan", and shall constitute an employees' pension
trust, separate and apart from the CIA Retirement System and the
Civil Service Retirement System.

2. The Plan shall be maintained and administered by a Board
of Trustees who shall invest the money in the Plan and make payments
to participants or their beneficiaries in accordance with the Terms
Approved For Release 2001/07/26 : CIA-RDP72-00337R000300120005-8

and Conditions of the Plan, hereinafter referred to as the "Terms and Conditions".

3. The Board shall consist of six employees appointed by the Deputy Director of Central Intelligence for terms of three years, except that the Deputy Director shall appoint two of the original trustees for terms of one year and two of them for terms of two years. The Deputy Director shall designate one of the trustees to be Chairman of the Board. The Deputy Director shall appoint successor trustees to fill interim vacancies, and they shall serve for the remainder of the terms of the trustees they succeed.

4. All expenses of this trust and the expenses of administering the Plan shall be paid by CIA but, to the extent that such expenses may not be paid by CIA, they shall be a charge against the Plan and shall be paid by it. Expenses relating to a particular savings fund of the Plan may be charged against such fund as if it were a separate trust.

5. CIA shall make deductions from the compensation of participants in the Plan in accordance with the Terms and Conditions and shall pay the same to the Board or its designees.

6. CIA may terminate the Plan at any time; and in that event, the Board will liquidate the assets of the Plan and will distribute the proceeds among the members and beneficiaries or will distribute the assets in kind as provided in Article 7 of the Terms and Conditions.

7. The Board accepts this Declaration of Trust and agrees to administer the trust in accordance with the provisions hereof.

8. This agreement may be amended by mutual consent of CIA and the Board, but no amendments may be made which will diminish the equity the participating member has theretofore acquired in the Plan.

IN WITNESS WHEREOF, CIA and the Board of Trustees have caused this agreement to be executed as of the day and year first above written.

BOARD OF TRUSTEES OF THE
GOVERNMENT EMPLOYEES
VOLUNTARY INVESTMENT PLAN

CENTRAL INTELLIGENCE
AGENCY

Chairman

Richard Helms, Director

Approved and accepted by the undersigned who constitute in its entirety the Board of Trustees of the Government Employees Voluntary Investment Plan as of the date of this Trust Agreement:

TERMS AND CONDITIONS OF THE GOVERNMENT EMPLOYEES
VOLUNTARY INVESTMENT PLAN

Article 1

Definitions

1. "Investment Plan" or "Plan" shall mean the Voluntary Investment Plan for certain employees of the Central Intelligence Agency as herein established.
2. "Member" shall mean an employee or former employee of the Central Intelligence Agency holding equity in the Investment Plan.
3. "Board" shall mean the Board of Trustees of the Investment Plan.
4. "Savings Fund" or "Fund" shall mean a segregated fund, the assets of which are invested exclusively in securities or deposits designated by members contributing to such fund.
5. The masculine pronoun wherever used shall include the feminine pronoun.

Terms and Conditions

Article 2

Eligibility

1. Any United States citizen employee of CIA whose cumulative Agency service, including employment on detail from another Government agency or military service, is at least three years and who is a participant in the Central Intelligence Agency Retirement System or the Civil Service Retirement System may elect to participate in the Investment Plan by filing with the Board the prescribed form. Such participation shall begin as soon as practicable after the Board's receipt of the form.

Terms and Conditions

Article 3

Savings Funds

1. The Board shall establish one or more Savings Funds to which the contributions made by the members shall be credited in accordance with their respective designations together with all income earned or gains realized on the assets held in the respective Funds. The assets of each Fund will be segregated and invested in shares of a regulated investment company selected by the Board or in short term securities issued by the United States of America, or deposited in either interest bearing or non-interest bearing accounts in banks or savings and loan institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

2. Each Fund will be established with a stated investment purpose and investment medium which shall be made known to all members of the Plan and offered to them as an investment medium for a designated portion or all of their individual investment in the Plan. Each of the Funds shall constitute a separate trust and shall be used exclusively for payment of benefits to the members in the Fund or their beneficiaries.

Terms and Conditions

Article 4

Contributions

1. Each member may contribute to one or more of the Savings Funds through payroll deductions; provided that each contribution shall be in whole dollars and not less than \$10 per biweekly payroll period for each Fund in which he participates; and provided that such payroll deductions may not exceed 10% of his basic salary for the pay period. However, a member may make contributions in excess of 10% of his basic salary for any pay period so long as the total of his contributions for all years does not exceed 10% of his aggregate basic compensation for all years in which he was a member of the Plan. The Board may require such excess contributions to be made by a method other than payroll deductions.

2. A member may from time to time modify, suspend or reinstate his contribution to the Investment Plan, change his current contribution from one Savings Fund to another, or transfer his previously acquired equity in one Fund to another, subject to such limitations as the Board may prescribe.

3. The equity which a member acquires in the assets of any Fund shall be expressed in units. If the Fund holds investment company shares, each unit shall be the equivalent of one share of the

investment company in which the Fund is invested. The Board will determine the equity which a member acquires by his contributions to a Fund holding investment company shares by dividing the participant's contributions by the cost of the shares purchased for the Fund at the time the member's contributions are used to purchase such shares, provided that such purchases shall be made not less often than monthly. If the Fund holds cash or securities other than investment company shares, each unit shall be valued at one dollar when the Fund is first established and thereafter the Board shall, not less frequently than once each month, determine the value of a unit by dividing the fair market value of the assets of such Fund by the total number of units. After withholding any expenses not paid by CIA, any dividends, interest or capital gains earned on the investments of any Fund will be prorated among the members' accounts on the basis of their respective equities in the Fund. The Board will maintain appropriate accounts showing the equity of each participant in each Fund.

Terms and Conditions

Article 5

Distribution of Equity

1. A member's equity in the Investment Plan normally shall be distributable at the time of the member's separation from the service of the Central Intelligence Agency. A member retiring from the Central Intelligence Agency who is entitled to an immediate annuity under the Civil Service Retirement System or the Central Intelligence Agency Retirement System and any member separating from the Central Intelligence Agency after his 50th birthday may, with the Board's approval, elect to defer distribution of his benefits and selection of the method of distribution to a date not later than his 66th birthday.

2. The member may select the method of distribution of his equity in the Plan which may be: (a) installment payments in such amount and over such period as may be requested by the member and as can be conveniently arranged by the Board at the member's expense through a custodian, (b) transfer to the member of shares of equivalent value in an investment company or companies in which any of the assets of the Plan are currently invested, subject to investment policies and practices then in effect, (c) a lump sum payment, or (d) any other method desired by the member and acceptable to the Board and not contrary to Internal Revenue Regulations.

3. On the death of a member, his equity in the Plan shall be paid to the beneficiary or beneficiaries designated by him to receive his equity in the Plan and if no beneficiary has been designated, to the executor or administrator of his estate. The member may select the method of distribution to his beneficiary or beneficiaries from any of the methods provided in paragraph 2 of Article 5; and, if the member has not selected a method of distribution, the beneficiary may do so. A beneficiary may, with the Board's approval, elect to defer distribution of his benefits to a date not more than one year after the death of the member.

4. A member whose current period of participation in the Plan is as much as one year, may, with the Board's approval, withdraw in a lump sum a portion or all of his equity in the Plan, provided that a partial withdrawal may not be less than \$500. If the member withdraws a portion of his equity in the Plan, he shall not be permitted to make another partial withdrawal or further contributions thereto until one year after such withdrawal; if he withdraws his entire equity, his participation in the Plan shall cease and he shall not be eligible again to participate earlier than two years following such withdrawal.

5. The liquidation in whole or in part of a member's equity in the Plan in order to make a lump sum payment or transfer shall be made on the basis of the redemption value of the Funds in which he holds equity as of the next transaction for each Fund after the Board

receives the member's or beneficiary's election of a lump sum payment or transfer. However, where a member or beneficiary has elected a deferred distribution after the separation, retirement or death of the member, the assets shall be valued as of the transaction for each Fund next preceding the date of distribution. Arrangements for payment of the member's equity in installments through a custodian or by transfer of shares in an investment company shall be completed by the Board as soon as practicable and on the basis of values at the time such arrangements are effected. Any portion of a member's contributions to a Fund which at the time of liquidation of his equity therein is not reflected in his equity account shall be refunded to the member or his beneficiary, as the case may be.

Terms and Conditions

Article 6

Loans to Members

1. Upon application of a member, the Board may, in its sole discretion and under such terms as it may prescribe, authorize the use of the member's equity in the Investment Plan as collateral or security for a loan by the member from a bank, credit union, or other lender approved by it.

2. The Board may deposit with the lender; as collateral, securities or other assets of Funds in which the member has invested or may guaranty the loan on the basis of such assets, provided that no guaranty may obligate the Board for an amount in excess of the value of the member's assets in the Plan at any time such loan becomes due and payable.

3. The outstanding balance of a loan secured or guaranteed by a member's equity in the Plan shall be a lien against his equity; and, in the event of his default on the loan or his death while a loan balance is outstanding, the Board shall discharge the member's indebtedness from any of the assets of the Plan to the extent of the member's equity in such assets.

Terms and Conditions

Article 7

Termination of the Investment Plan

CIA may terminate the Investment Plan at any time and, in that event, will either liquidate the assets of any or all of the Funds and distribute them among the members and beneficiaries or distribute them in kind. Distribution in cash or in kind will be in proportion to the respective equities of the members and beneficiaries in each Fund.

Terms and Conditions

Article 8

Amendments to Terms and Conditions

These Terms and Conditions may be amended by the Board from time to time, provided the Board gives at least 30 days' notice of the proposed amendment to CIA and to the members. CIA may, by notice in writing addressed to the Board within said 30 days, disapprove any such proposed amendment and, in that event, it shall not become effective. No such amendment may diminish the equity which a member has theretofore acquired in a Savings Fund.

Terms and Conditions

Article 9

General Provisions

1. The Board shall have the right to establish and carry out such rules, regulations and procedures as in its discretion may seem necessary or convenient to carry out, interpret, or implement the provisions of this Plan. No rules, regulations or procedures shall be adopted which are discriminatory under the provisions of the Internal Revenue Code.

2. Except in those cases where power is expressly reserved to, or to be shared with, the Central Intelligence Agency, the Board shall have full power and authority to determine all matters arising in the administration, interpretation, and application of the Plan; and the determination of any such matter by the Board shall be conclusive on all persons.

3. In all matters of administration of the Plan which require the Board's approval or otherwise involve its discretion, the Board shall act in a manner which will achieve, insofar as practicable, uniformity of treatment among all the members.

4. Applications for, or elections of, benefits, including the withdrawal of contributions, and designations or changes of beneficiary shall be made on such forms as shall be prescribed or authorized by the Board.

5. Any designation of beneficiary may be changed by the member at any time or from time to time during his life by signing and filing with the Board a written notification of change of beneficiary in such form as shall be required by the Board. The designation of a member's spouse as the beneficiary to receive any benefit payable upon the member's death shall be automatically revoked by a final decree of divorce dissolving their marriage. This provision shall not prevent the member from redesignating the divorced spouse as the beneficiary by filing a new designation form for that purpose.

6. To the extent permitted by law, the sale, transfer, anticipation, assignment, pledge, or any kind of encumbrance of trust assets or benefits will not be permitted or recognized, and neither trust assets nor benefits payable to any participant or beneficiary shall be subject to attachment or other legal process for or against a participant or beneficiary. The provisions of this paragraph shall not be applicable to the terms of any note or other instrument entered into pursuant to the provisions of Article 6 (Loans to Members) nor shall they be construed to restrict in any way the encumbrance of assets as collateral or security as therein contemplated.

7. Neither the Board, the Central Intelligence Agency, nor any officer, employee, or agent thereof, shall incur any liability on

account of any loss or decrease in the value of the assets of any of
the Savings Funds in the Investment Plan, or in the amount of any
member's equity therein, resulting from depreciation in the value
of, or earnings on the assets held.

STATINTL

Approved For Release 2001/07/26 : CIA RDP72-00337R000300120005-8
DATE
TRANSMITTAL SLIP 18 November 1970

TO:		
ROOM NO.	BUILDING	
7D-25	Hq	
REMARKS:		

Attached is for your information
per our conversation. 

STATINTL

FROM: [REDACTED]		
ROOM NO.	BUILDING	EXTENSION
7D02		7726

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OFFICIAL ROUTING SLIP

TO	NAME AND ADDRESS	DATE	INITIALS
1	Director of Logistics Rm 1206, Ames Building		
2			
3			
4			
5			
6			
ACTION	DIRECT REPLY	PREPARE REPLY	
APPROVAL	DISPATCH	RECOMMENDATION	
COMMENT	FILE	RETURN	
CONCURRENCE	INFORMATION	SIGNATURE	

Remarks:

We will pass to you the results of the OGC and OLC inquiries when received. I had thought of waiting for them before calling Alan Dean, Assistant Secretary for Administration at Transportation. You might wish to take a reading with your GSA friends to see if they believe that the Nassif Building actions hold any promise for the Agency in connection with any of the leased office space where employee paid parking is now the fact.

(ned) John W. Coffey

John W. Coffey

Att

Cy of DD/S 70-4544

FOLD HERE TO RETURN TO SENDER

FROM: NAME, ADDRESS AND PHONE NO.

DATE

Acting Deputy Director for Support 7D18, HQS

17 NOV 1970

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FORM NO. 237 Use previous editions
1-67 (40)

CONFIDENTIAL

A-DD/S:JWC/ms (17 Nov 70)

Distribution:

Orig - Adse, w/cy of DD/S 70-4544

1 - DD/S Chrono, w/cy of Att

1 - DD/S Subject, w/O of Att ✓

DD/S 70-4544: Acting DD/S MFR dtd 17 Nov 70, subj: Government Paid

Parking

17 NOV 1970

MEMORANDUM FOR THE RECORD

SUBJECT: Government Paid Parking

1. On 5 November 1970, I telephoned Mr. W. Lynn Johnson at GSA to talk about the specific arrangement referred to in the attached newspaper item. Mr. Johnson was, of course, familiar with the situation which led to this court decision but he did not have specific information concerning the appropriated funding for subsidizing parking which is noted in the newspaper item. He suggested that we contact Mr. Alan Dean, the principal Administrative Officer of the Department of Transportation in this regard.

2. Mr. Johnson mentioned that GSA plans to seek legislation authorizing the acquisition of parking areas by the Government but did not intend to insert such during the "lame duck" sessions. Concerning the survey report, he again stated that Mr. Kunziger had been tied up with the political campaign and was now very heavily backlogged.

3. I mentioned the situation some of our people in Rosslyn face in buildings totally occupied by us where parking was negotiated separately by the building owner with an outside party -- being subject to the whim of the parking area operator as far as price increases are concerned. He acknowledged an apparent similarity to the Nassif Building situation which led to the court case, but noted, as a key specific to any attempt to build on the court case, the existence of a renegotiation clause in the basic arrangement. I told him that we would probably have our people raise our Rosslyn problems with their GSA contacts in light of the court decision.

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Note: [REDACTED] has asked OGC to obtain more information about the legal proceedings and has asked OLC for any additional information concerning the Department of Transportation budget hearing --- both queries stemming from the attached article.

John W. Coffey
Acting Deputy Director
for Support

25X1A

A-DD/S:JWC/ms (6 Nov 70)

Distribution:

Orig - DD/S Subject, w/Att and Background (DD/S 70-4055)
1 - DD/S Chrono
1 - D/L, w/Att

Parking Garage

By Jack Eisen
Washington Post Staff Writer

The federal government, apparently for the first time, has used its power of condemnation to provide cheap all-day parking for its employees in a privately owned Washington garage.

Until details can be worked out, Transportation Department workers are enjoying free parking in the 1,851-space, three-level garage in the Nassif Building, 7th and D Streets SW.

The government has a 20-year lease on nine of the 10 stories of the new building, which houses the Department's headquarters.

Until the government took over on Sunday, Transportation workers were paying \$35 a month to Parking Management, Inc. (PMI), the city's largest private operator of parking lots and garages. PMI had the parking concession under contract with the owners of the Nassif Building.

A Transportation spokesman said the Justice Department was asked to use its condemnation powers after the government was unable to negotiate a lower price with PMI.

He said it was unfair to departmental employees working in the Nassif Building to pay \$35 for parking while other departmental employees pay only \$6.25 for spaces in the former headquarters building two blocks away.

Congress appropriated funds this year to subsidize the parking after its needs was certified by the Office of Management and Budget and the General Services Administration, the spokesman declared.

A court order that gave possession of the garage to the government was signed by U.S. District Judge George L. Hart Jr. The condemnation is effective for one year.

A government source said it is common practice for a judge to sign a condemnation order after the Justice Department files a declaration of taking and certifies that the affected property is needed for a public purpose. That was done in this case.

used to acquire ownership of property needed, for example, as the site of a government building and the acquisition itself or the price is in dispute.

The government posted with the court a check for \$447,000, intended to cover the rental of the parking garage. The actual amount will be up to a jury to decide.

A spokesman for the GSA, the landlord of federal office buildings, said that "in the memory of GSA people, there is no precedent for the condemnation of parking rights."

In government-owned buildings, parking is provided free or—as in the case of the former Transportation headquarters—at a small charge to defray the cost of hiring attendants.

In leased buildings, federal employees usually pay for their own parking, although the leases may provide for re-

serving some spaces at reasonable cost. Last year, the House Appropriations Committee criticized the Department of Transportation and GSA for failing to make such an arrangement at Nassif.

The Transportation spokesman said the available spaces are parceled among the 6,000 employees in the Nassif Building who meet specific criteria, such as irregular hours or membership in car pools.

The court papers indicated another qualification. They included a diagram setting aside 305 VIP spaces for high ranking officials.

The spokesman challenged any suggestion that the low-cost parking would undermine Secretary of Transportation John A. Volpe's avowed effort to switch commuters from autos to mass transit. "The present bus system," he said, "is just not sufficient."